UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE

AHNtech, INC.

and Cases 28–CA–23262
28–CA–23344

DAVID JAMES FAFORD, an Individual

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 519, AFL–CIO, CLC (AHNtech, Inc.)

and Case 28–CB–07169

DAVID JAMES FAFORD, an Individual

Sandra L. Lyons, Esq., for the General Counsel.

Michael C. Sullivan, Esq. (Paul, Plevin, Sullivan & Connaughton LLP), of San Diego, California, for the Respondent Employer.

William H. Haller, Esq. (The International Association of Machinists and Aerospace Workers Legal Department), of Upper Marlboro, Maryland, for the Respondent Union.

DECISION

Statement of the Case

CLIFFORD H. ANDERSON, Administrative Law Judge. This case was heard via telephonic conference on May 24, 2011. David James Faford, an individual (the Charging Party), filed the original and amended unfair labor practice charges against AHNtech, Inc. (the Respondent Employer) in Case 28–CA–23262 on November 16, 2010,[1] and March 1, 2011, respectively; the original and amended unfair labor practice charges against Respondent Employer in Case 28–CA–23344 were filed on January 26, 2011, and March 1, 2011, respectively; and the original and amended unfair labor practice charges against the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC (the Respondent Union) in Case 28–CB–07169 were filed on November 9, 2010, and March 1, 2011, respectively. The General Counsel issued a complaint consolidating the above-captioned cases on March 31, 2011. Posthearing briefs by the General Counsel and both Respondents were timely submitted on July 1, 2011.

The consolidated complaint as amended during the telephonic hearing alleges and the Respondents' answers as amended during the hearing admit that the Respondent Employer

[1] All dates are in 2010, unless otherwise indicated.

has maintained certain rules of employee conduct which interfere with, restrain, and coerce employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act (the Act) and, therefore, violate Section 8(a)(1) of the Act; that Respondent Employer has effectuated terms of an unlawful union-security agreement and thus has rendered unlawful assistance and support to a labor organization and has discriminated in regard to the hire or tenure or terms or conditions of employment of its employees, thereby encouraging membership in a labor organization in violation of Section 8(a)(1), (2), and (3) of the Act; that Respondent Union has received assistance from Respondent Employer based on an unlawful security agreement and thus has been restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act; and that Respondent Union has been attempting to cause and causing Respondent Employer to discriminate against its employees in violation of Section 8(a)(3) and 8(b)(2) of the Act.

Findings of Fact

Upon the entire record herein, I make the following findings of fact[2]

I. Jurisdiction

At all material times, the Respondent Employer, a State of California corporation with principal offices in San Diego, California, and jobsites located in Luke Air Force Base, Arizona, and Gila Bend, Arizona (Respondent Employer's facilities), has been engaged in military training range operations, maintenance, data collection, reporting, monitoring and technical support services to the United States Department of Defense.

During the 12-month period ending November 16, 2010, a representative period, Respondent Employer, in conducting its business operations, performed services valued in excess of $50,000 in States other than the State of Arizona.

Based on these uncontested facts, I find the Respondent Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. Labor Organization

The pleadings establish, there is no dispute, and I find the Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.

III. The Collective-Bargaining Relationship

The following employees of Respondent Employer at the Respondent's facilities (the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time electronic technicians, computer operators, pod loaders, and supply technicians, at the ACTS program for the United States Air Force at

[2] No testimony or other evidence beyond the pleadings and other formal papers were offered into evidence at the telephonic hearing. Counsel simply amended their pleadings and reserved their arguments respecting remedy. As a result of the Respondents' answers as amended at the hearing, which admit all allegations set forth in the complaint, there were no disputes of fact. Where not otherwise noted, the findings herein are based on the admitted allegations of the consolidated complaint.

Luke Air Force base, Arizona, as certified by the NLRB in Case number 28–RC–6027 and such other programs, contracts tasks as may hereafter be added by mutual agreement of the parties, hereto. This agreement excludes office clerical employees, and supervisors as defined by the Act.

At all material times since November 1, 2009, based on Section 9(a) of the Act, the Respondent Union and Respondent Employer have maintained in effect, and enforced, a collective-bargaining agreement covering Unit employees which was made effective retroactively by its terms from August 1, 2009, through July 31, 2012.

IV. The Admitted[3] Unfair Labor Practices

1. The Respondent Employer's rules

The Respondent Employer admits, in its answer to the complaint as amended during hearing and its posthearing brief, that the following nine personnel policies, as set forth in the consolidated complaint, contain rules that are overly broad and discriminatory:

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 104 CODE OF EMPLOYER-EMPLOYEE RELATIONS

Policy: It is the policy of the Company to attempt to implement effective personnel policies and to require all employees to support the organization's best interests.

Comment:

(1) The Company is committed to a mutually rewarding and direct relationship with its employees without the intervention of outside groups, such as unions.

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 201.02 PRODUCTIVE WORK ENVIRONMENT

It is the policy of the Company to promote a productive work environment and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment.

Comment:

(1) Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment in the work place, whether by supervisors, employees, or non-employees, will be tolerated, including harassment for

[3] The Respondents' amendments of their answers to admit all the allegations of the consolidated complaint comprise an admission of the unfair labor practices alleged. In such circumstances the allegations of the complaint are considered as true and, in the absence of good cause being shown otherwise, are sufficient to establish the violations of the Act cited in the complaint. See *Choctaw Builders, Inc.*, 338 NLRB 799, 799 (2003).

the following reasons: race, national origin, religion, disability, pregnancy, age, military status, or gender. Special attention should be paid to the prohibition of sexual harassment.

(2) Each supervisor and manager has a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.

(3) Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, managers, non-supervisory employees, or non-employees, is also prohibited. This conduct includes:

(a) Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;

(b) Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references;

(c) Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;

(d) The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; and

(e) Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

Any of the above conduct, or other offensive conduct, directed at individuals because of their race, gender, national origin, religion, disability, pregnancy, age, or military status is also prohibited.

(4) Any employee who believes that a supervisor's, manager's, other employee's, or non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaint should be made to the employee's supervisor, department head, Program Manager or Human Resources Administrator if the complaint involves the supervisor or manager.

(5) Complaints of harassment will be handled and investigated under the Company's dispute resolution policy (see DISPUTE RESOLUTION PROCEDURE, Policy 904), unless special procedures are considered appropriate. All complaints of harassment will be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.

(6) Any employee, supervisor, or manager who is found to have violated the harassment policy will be subject to appropriate disciplinary action, up to and including termination. The Company prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment. However, if an investigation of a complaint shows that the complaint or information was false, the individual who provided the false information will be subject to disciplinary action, up to and including termination.

(See DISCIPLINARY PROCEDURE, Policy 808.)

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 208 OUTSIDE EMPLOYMENT

It is the policy of the Company to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

Comment:

(1) The Company requires that employees' activities and conduct away from the job must not compete or conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to the Company. (See CONFLICTS OF INTEREST, Policy 806.)

. . .

(5) In evaluating requests for outside work, managers will consider whether the proposed employment:

. . .

(c) May adversely affect the Company's image.

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 801 BEHAVIOR OF EMPLOYEES

Policy: It is the policy of the Company that certain rules and regulations regarding employee behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the Company, or is offensive to customers or coworkers will not be tolerated.

Comment:

(1) Employees are expected at all times to conduct themselves in a positive manner in order to promote the best interests of the Company. Appropriate employee conduct includes:

(a) Treating all customers, visitors, and coworkers in a courteous manner (see CUSTOMER RELATIONS, Policy 804);

(b) Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to the Company's best interests (see PRODUCTIVE WORK ENVIRONMENT, Policy 201.02);

(c) Reporting to management suspicious, unethical, or illegal conduct by coworkers, customers, or suppliers (see PHYSICAL SECURITY, Policy 605);

(d) Reporting to management any threatening or potentially violent behavior by coworkers;

. . .

(2) The following conduct is prohibited and individuals engaged in it will be subject to discipline, up to and including termination (see DISCIPLINARY PROCEDURE, Policy 808);

. . .

(c) Disclosing trade secrets or confidential Company information (see CONFIDENTIAL NATURE OF COMPANY AFFAIRS, Policy 807);

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 801.01 (BEHAVIOR OF EMPLOYEES)

(3) Company Confidential information

(a) All confidential and proprietary information relating to the Company, its shareholders and its existing and prospective customers and suppliers, is to be used solely for Company purposes. Company confidential information should not be provided to unauthorized persons outside of the Company or used for the purpose of furthering a private interest or making a personal profit. In addition to strict compliance with the restrictions governing disclosure of all security classified information, employees must ensure that all non-public information concerning the financial condition, earnings, business prospects, securities and other performance of the Company remains confidential. Product information in the nature of trade secrets, techniques, processes, designs plans, or research must not be disclosed without the express prior approval of an executive officer.

. . .

(c) Confidential or proprietary information, whether or not specifically designated as such, relating to the Company, its shareholders, or its existing or prospective customers, competitors, or suppliers shall not be:

• Disclosed to any other person or firm; or

• Used for personal or private investment, business or other purpose, regardless of whether the information is directly or indirectly provided to or used for the benefit of an employee, their spouse, dependents, relative, friends or any related business ventures; or. . . .

(d) No employee, whether or not motivated by a genuine desire to advance the Company's competitive position, shall directly or indirectly engage or participate in any effort to acquire by covert means any trade secrets, proprietary information concerning designs, processes or techniques, financial or commercial data, plans, or other confidential business information from any person or firm.

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 805 USE OF COMMUNICATION SYSTEMS

Policy: It is the policy of the Company to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business.

Comment:

(1) Communications services and equipment include mail, electronic mail ("e-mail"), courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, Intranets, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, voice mail, and bulletin boards. Supervisors are responsible for instructing employees on the proper use of the communications services and equipment used by the organization for both internal and external business communications.

. . .

(6) Employees should not use e-mail, facsimiles, cellular telephones, or any other insecure communication system to communicate confidential, proprietary, trade secret information or classified defense information. (See CONFIDENTIAL NATURE OF COMPANY AFFAIRS, Policy 807.) In addition, e-mail generally should not be saved for more than 30 days unless required as part of the Company's record retention policy. (See PERSONNEL RECORDS, Policy 901.) E-mail pertaining to an on-going project or bid may be retained until 30 days after the close of the project or bid.

. . .

(10) Improper use of Company communications services and equipment will result in discipline, up to and including termination. Improper use includes any misuse as described in this policy, any misuse that would result in violations of other Company policies, as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically retrieved or transmitted communications. (See PRODUCTIVE WORK ENVIRONMENT, Policy 201.02; and BEHAVIOR OF EMPLOYEES, Policy 801.)

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 806 CONFLICTS OF INTEREST

Policy: It is the policy of the Company to prohibit its employees from engaging in any activity, practice, or conduct which conflicts with, or appears to conflict with, the interests of the Company, its customers, or its suppliers. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and include only some of the more clear-cut examples.

Comment:

(1) Employees are expected to represent the Company in a positive and ethical manner. Thus, employees have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Top management and employees who have contact with customers and suppliers may be required to sign a special statement acknowledging their understanding of and adherence to this policy.

(2) Employees may not engage in, directly or indirectly either on or off the job, any conduct which is disloyal, disruptive, competitive, or damaging to the Company. Prohibited activity also includes any illegal acts in restraint of trade. (See CONFIDENTIAL NATURE OF COMPANY AFFAIRS, Policy 807.)

(3) Employees may not accept any employment relationship with any organization that does business with, or competes with, the Company. This prohibition on employment includes serving as an advisor or consultant to any organization of that type, unless the activity is conducted as a representative of the Company. (See OUTSIDE EMPLOYMENT, Policy 208.)

(4) Employees must disclose any financial interest they or their immediate family have in any firm that does business with the Company or that competes with the Company. The Company may require divestiture of the interest if it considers the financial interest to be in conflict with its best interests.

(5) Employees and their immediate family may not accept gifts, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the Company. The meaning of gifts for purposes of this policy includes the acceptance of lavish entertainment and free travel and lodging.

. . .

(7) Employees may not disclose inside information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it. (CONFIDENTIAL NATURE OF COMPANY AFFAIRS, Policy 807.)

(8) Any conflict or potential conflict of interest must be disclosed to the Company. Failure to do so will result in discipline, up to and including termination. (See DISCIPLINARY PROCEDURE, Policy 808.)

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 807 CONFIDENTIAL NATURE OF COMPANY AFFAIRS

Policy: It is the policy of the Company that the internal business affairs of the organization, particularly confidential information and trade secrets, represent Company assets that each employee has a continuing obligation to protect.

Comment:

(1) Information designated as confidential may not be discussed with anyone outside the organization and may be discussed within the organization only on a “need to know” basis. In addition, employees have a responsibility to avoid unnecessary disclosure of

non-confidential internal information about the Company, its employees, its customers, and its suppliers. However, this employee responsibility to safeguard internal Company affairs is not intended to impede normal business communications and relationships.

(2) Employees authorized to have access to confidential information may be required to sign special nondisclosure agreements and must treat the information as proprietary Company property for which they are personally responsible. (See INVENTION AND CONFIDENTIALITY AGREEMENT, Policy 807.01 and EMPLOYMENT AGREEMENTS, Policy 202.01.) Employees are prohibited from attempting to obtain confidential information for which they have not received authorization. Employees violating this policy will be subject to discipline, up to and including termination, and may be subject to legal action.

(3) The President is responsible for coordinating the security and control of Company information and for approving any exceptions to this policy. Managers are responsible for identifying information that should be classified as company confidential and should work closely with the President to develop procedures to secure and control the information. Information that is designated as company confidential should be clearly identified and properly secured. (See PHYSICAL SECURITY, Policy 605.) A list of employees authorized to have access to the information should be prepared, and all access should be recorded.

(4) All media inquiries and other inquiries of a general nature should be referred to the President. In addition, all press releases, publications, speeches, or other official declarations must be approved in advance by the President. Further, questions about employee references or other information concerning current or former employees should be referred to the Human Resources Department. (See MEDICAL PROCEDURES, Policy 203; TERMINATION OF EMPLOYMENT, Policy 211; and PERSONNEL RECORDS, Policy 901.)

. . .

(6) Employees are prohibited from disclosing "material inside" information that could affect the market value of the Company's financial securities to anyone outside the organization until that information has been made available to the public by management. Employees also are prohibited from using that information for their own personal profit. (See CONFLICTS OF INTEREST, Policy 806.)

Commencing on or about July 26, 2010, the Respondent Employer maintained the following rule in its Human Resource Policy and Procedure Manual:

Policy 904. DISPUTE RESOLUTION PROCEDURE

Policy: It is the policy of the Company that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution procedure. The Company will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

. . .

(7) Information concerning an employee dispute should be confidential. Supervisors, managers, and other members of management who investigate a complaint may discuss

it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.

The Respondent Employer admits in its amended answer, and I find, that by enacting and maintaining the above-quoted rules at relevant times, the Respondent Employer has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

2. The Respondents' union-security agreement

Respondents' collective-bargaining agreement, entered into on or around November 1, 2009, and made effective retroactively by its terms from August 1, 2009, through July 31, 2012, included the following language at Article 19 (the Union-Security Clause):

ARTICLE 19–UNION SECURITY

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement whichever is later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirtieth (30th) day following the beginning of each employment, become and remain members in good standing in the Union.

Both Respondents admit, in their answers as amended during hearing and their post-hearing briefs, and I find, that because the Respondent Employer's facilities and the Unit are located in the State of Arizona, which has enacted, and which were in effect at all material times, "right to work" laws prohibiting the execution of contractual agreements requiring the payment of union dues or fees to a labor organization as a condition of employment, the execution of the above-quoted union-security clause is unlawful.

In so executing the contract language quoted above, the Respondent Employer further admits, it has thereby rendered unlawful assistance and support to a labor organization and has discriminated in regard to hire or tenure or terms and conditions of employment of its employees by encouraging membership in a labor organization, in violation of Section 8(a)(1), (2), and (3) of the Act.

In so executing the contract language quoted above, the Respondent Union further admits, it has restrained and coerced employees in the exercise of their Section 7 rights and has been attempting to cause and has caused an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act, in violation of Section 8(b)(1)(A) and (2) of the Act.

V. Summary and Conclusions

As set forth above, based on the Respondents' complete admission of all allegations of the amended complaint in their respective answers, I have found that all allegations of the complaint are proven and the Respondents, and each of them, have violated the Act as alleged in the complaint. Thus I have found the Respondent Employer in engaging in the acts and

conduct set forth above has violated Section 8(a)(1), (2), and (3) of the Act. I have also found that the Respondent Union in engaging in the acts and conduct set forth above has violated Section 8(b)(1)(A) and (2) of the Act.

CONCLUSIONS OF LAW

Given all the above, and based on the record as a whole, including the undisputed facts found above, the Respondents' admissions respecting all allegations of the consolidated complaint, and the posthearing briefs of the parties, I make the following conclusions of law

1. The Respondent Union, the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC, is and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

2. The Respondent Employer, AHNtech, Inc., is and has been at all relevant times an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. The Respondent Union represents the Respondent Employer's employees in the following unit, which is appropriate for bargaining within the meaning of Section 9 of the Act:

> All full-time and regular part-time electronic technicians, computer operators, pod loaders, and supply technicians, at the ACTS program for the United States Air Force at Luke Air Force base, Arizona, as certified by the NLRB in Case number 28–RC–6027 and such other programs, contracts tasks as may hereafter be added by mutual agreement of the parties, hereto. This agreement excludes office clerical employees, and supervisors as defined by the Act

4. By the following acts and conduct, the Respondent Employer, commencing on or about July, 16, 2010, has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act:

(a) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 104: Code of Employer-Employee Relations, which is an overly broad and discriminatory rule that requires "all employees to support the organization's best interests" and states that "[t]he Company is committed to a mutually rewarding and direct relationship with its employees without the intervention of outside groups, such as unions." This rule may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(b) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 201.02: Productive Work Environment, which is an overly broad and discriminatory rule that prohibits "harassment" and "offensive conduct." The use of those ambiguous and undefined terms may cause this rule to reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(c) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 208: Outside Employment, which is an overly broad and discriminatory rule that allows employees to engage in certain outside

employment but requires that "employees' activities and conduct away from the job must not compete or conflict with or compromise its interests" and prohibits outside employment that "[m]ay adversely affect the Company's image." This rule may reasonably be interpreted as prohibiting employees from working as a union organizer or officer.

(d) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 801: Behavior of Employees, which is an overly broad and discriminatory rule that prohibits employees from engaging in "behavior or conduct that is offensive or undesirable, or which is contrary to the Company's best interests." This rule may reasonably be interpreted as prohibiting remarks or conduct relating to employee interests or working conditions.

(e) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 801.01: Behavior of Employees, which is an overly broad and discriminatory rule that may reasonably be interpreted as prohibiting employees from acquiring, using, sharing or storing wage information or information relating to other terms and conditions of employment of employees without permission of management.

(f) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 805: Use of Communication Systems, which is an overly broad and discriminatory rule that prohibits certain employee usage of company e-mail. This rule may reasonably be interpreted as prohibiting employees from sending or receiving e-mails that include information related to activity protected under Section 7 of the Act, including employee wage information and other terms and conditions of employment.

(g) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 806: Conflicts of Interest, which is an overly broad and discriminatory rule that prohibits conduct and behavior that is "disloyal," "damaging to the Company," and prohibits employees from disclosing matters regarding terms and conditions of employment to outside parties. This rule may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(h) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 807: Confidential Nature of Company Affairs, which is an overly broad and discriminatory rule that restricts employees from disclosing information concerning terms and conditions of employment to others, as well as prohibiting employees from disclosing "non-confidential" information. This rule may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(i) Maintaining or enforcing a provision in its Human Resource Policy and Procedure Manual under the heading Policy 904: Dispute Resolution Procedure, which is an overly broad and discriminatory rule that restricts employees' ability to discuss disputes concerning work-related complaints. This rule may reasonably be interpreted as prohibiting employees from discussing work-related complaints and other terms and conditions of employment with other employees and third parties, including union

representatives.

5. At all material times since November 1, 2009, based on Section 9(a) of the Act, the Respondent Union and Respondent Employer have maintained in effect, and enforced, the following terms of a collective-bargaining agreement which was made effective retroactively by its terms from August 1, 2009, through July 31, 2012. Said agreement provides for a union-security clause, stating in pertinent part:

> It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement whichever is later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirtieth (30th) day following the beginning of each employment, become and remain members in good standing in the Union.

6. By the above-mentioned conduct and because Respondent Employer's facilities and the Unit employees are located in the State of Arizona, which has enacted laws prohibiting the execution or application of agreements requiring the payment of union dues or fees to a labor organization as a condition of employment, Respondent Employer has thereby rendered unlawful assistance and support to a labor organization and has discriminated in regard to hire or tenure or terms and conditions of employment of its employees by encouraging membership in a labor organization, in violation of Section 8(a)(1), (2), and (3) of the Act.

7. Respondent Union, by the above-mentioned conduct, has restrained and coerced employees in the exercise of their Section 7 rights and has been attempting to cause and has caused an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act, in violation of Sections 8(b)(1)(A) and (2) of the Act.

REMEDY

Having found that the Respondents violated the Act as set forth above, I shall recommend that they be ordered to cease and desist from engaging in the conduct found unlawful, and any like or related conduct, and post the attached remedial Board notices. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by e-mail, posting on an intranet or internet site, and/or other electronic means, if the Respondents customarily communicate with its members and/or employees by such means. *J. Picini Flooring*, 356 NLRB No. 9 (2010). The posting of the paper notices by the Respondents shall occur at all places where notices to employees and members are customarily posted, with the geographic scope of that posting to be determined at the compliance stage of this proceeding. *Utility Workers (Southern California Gas Co.)*, 356 NLRB No. 158 (2011).

Specifically, to effectuate the purposes and policies of the Act, Respondent Employer will be directed to cease and desist from contributing improper support or assistance to Respondent Union or any other labor organization of its employees. The Respondents will also be ordered to cease enforcing and expunge the contractual union-security language illegally applied as found herein and notify all Unit members, in writing, that this has been done and that the clause will not be applied in future.

Counsel for the General Counsel also seeks as a remedy, and counsel for Respondents oppose, an order directing Respondent Employer and Respondent Union, jointly and severally, to reimburse, with interest, the above-unit employees for all dues and fees unlawfully withheld from them as a consequence of the union-security clause found unlawful.

Respondent Union argues citing *Local 60, Carpenters v. NLRB*, 365 U.S. 651 (1961), that a dues and fees reimbursement is inappropriate where there is no evidence that the enforcement of the unlawful union-security clause coerced or compelled employees into union membership. This argument is misplaced. The Supreme Court in that case reversed the Board's decision to order reimbursement because there was evidence that the employees had voluntarily joined the union prior to the execution of the unlawful hiring arrangement, and thus a reimbursement would not have been an appropriate measure to remedy the unlawful arrangement. There is no such evidence of voluntary membership in the instant record. Further, as set forth below, the remedy herein makes provision for the establishment, at the compliance stage of the proceeding, for the withholding of an expungement remedy respecting employees who voluntarily joined the Union prior to the effective date of the unlawful union-security clause or contract.

On this record, to effectuate the purposes and policies of the Act, I find it is appropriate to direct that the unit employees should be made whole by both Respondents, jointly and severally liable, for all initiation fees, dues, and other moneys, if any, unlawfully exacted from them as a consequence of the unlawful union-security clause contained in the collective-bargaining agreement. See *Northwest Protective Service,* 342 NLRB 1201 (1995); see also *Lamson & Sessions Co.*, 328 NLRB 983 (1999); *Caro Bags, Inc.*, 285 NLRB 656 (1987). The Respondent Employer's liability shall commence on the date 6 months proceeding the initial charge against it: May 16, 2010. The Respondent Union's liability shall commence on the date 6 months proceeding the initial charge against it: May 9, 2010.

The Board, in dealing with wrongfully extracted dues, holds that dues reimbursement is not available to those employees who voluntarily join a union prior to the effective date of the unlawful union-security clause or contract. See *Control Services,* 319 NLRB 1195, 1196 (1995). Accordingly, I will require the Respondent Employer and Respondent Union to make whole only those unit employees who did not voluntarily become members before the execution of the agreement containing the unlawful union-security clause on November 1, 2009. See *Polyclinic Medical Center of Harrisburg*, 315 NLRB 1257, 1262–1263 (1995); *A.M.A. Leasing, Ltd.*, 283 NLRB 1017, 1025 (1987).

The status of individual employees as voluntary or coerced members of Respondent Union for purposes of the remedy directed herein will be established, if necessary, in compliance proceedings. Reimbursements shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1187 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

On the basis of the above findings of fact and conclusions of law and on the entire record herein, I issue the following recommended:

ORDER[4]

The Respondent Employer, AHNtech, Inc., its officers, agents, and representatives, shall

1. Cease and desist from

(a) Contributing unlawful support or assistance to the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC or any other labor organization of its employees.

(b) Giving effect to the unlawful union-security clause found in Article 19 of the collective-bargaining agreement made effective retroactively by its terms on August 1, 2009, between AHNtech, Inc., and IAMAW, or any extension, renewal, or modification thereof.

(c) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 104: Code of Employer-Employee Relations, that may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(d) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 201.02: Productive Work Environment, that may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(e) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 208: Outside Employment, that may reasonably be interpreted as prohibiting employees from working as a union organizer or officer.

(f) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 801: Behavior of Employees, that may reasonably be interpreted as prohibiting remarks or conduct relating to employee interests or working conditions.

(g) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 801.01: Behavior of Employees, that may reasonably be interpreted as prohibiting employees from acquiring, using, sharing or storing wage information or information relating to other terms and conditions of employment of employees without permission of management.

(h) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 805: Use of Communication Systems, that may reasonably be interpreted as prohibiting employees from sending or receiving e-mails that include information related to activity protected under Section 7 of the Act, including employee wage information and other terms and conditions of employment.

[4] If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections shall be waived for all purposes.

(i) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 806: Conflicts of Interest, that may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(j) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 807: Confidential Nature of Company Affairs, that may reasonably be interpreted as prohibiting employees from discussing their wages and other terms and conditions of employment with other employees and third parties, including union representatives.

(k) Maintaining or enforcing provisions in its Human Resource Policy and Procedure Manual under the heading Policy 904: Dispute Resolution Procedure, that may reasonably be interpreted as prohibiting employees from discussing work-related complaints and other terms and conditions of employment with other employees and third parties, including union representatives.

(l) Giving effect to the unlawful union-security clause found in article 19 of the collective-bargaining agreement made effective retroactively by its terms on August 1, 2009, between AHNtech, Inc., and International Association of Machinists and Aerospace Workers Local 519 , AFL–CIO, CLC, or any extension, renewal, or modification thereof.

(m) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Jointly and severally with Respondent Union reimburse,[5] with interest, the above-unit employees for all initiation fees, dues, or other moneys illegally exacted from them pursuant to the above unlawful union-security agreement, provided, however, that reimbursement does not extend to those employees who voluntarily joined and/or voluntarily maintained their memberships in Respondent Union prior to and throughout the execution or application of the unlawful union-security agreement.

[5] Reimbursements shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1187 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

(b) Rescind or revise the rules quoted above, amend or remove them from the Human Resource Policy and Procedure Manual,[6] and advise the employees in writing that the rules are no longer being maintained.

(c) Jointly and severally with Respondent Union rescind, delete, and or remove the union-security clause of the contract quoted above, and advise the employees in writing that the union-security clause of the contract has been deleted and is no longer being maintained.

(d) Within 14 days after service by the Region, post at each of its Arizona facilities at which the quoted handbook rules were maintained and distributed, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by the Regional Director, in English, Spanish, and such other languages as the Regional Director determines are necessary to fully communicate with employees, after being signed by the Respondent Employer's authorized representative, shall be posted by the Respondent Employer and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent Employer to ensure the notices are not altered, defaced, or covered by other material. In the event that, during the pendency of these proceedings, the Respondent Employer has gone out of business or closed a facility involved in these proceedings, the Respondent Employer shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the closed facility any time after May 2011.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent Employer has taken to comply.

The Respondent Union, International Association of Machinists and Aerospace Workers Local 519 , AFL–CIO, CLC, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Receiving unlawful support or assistance from and attempting to cause Respondent Employer AHNtech, Inc. to discriminate against its employees in regard to the hire or tenure or terms or conditions of employment of its employees.

[6] The Respondent Employer may comply with the relevant portion of the Order "by rescinding the unlawful provisions and republishing its employee handbook without them. We recognize, however, that republishing the handbook could entail significant costs. Accordingly, the Respondent may supply the employees either with handbook inserts stating that the unlawful rules have been rescinded, or with new and lawfully worded rules on adhesive backing which will cover the old and unlawfully broad rules, until it republishes the handbook that is printed without the unlawful provisions. Thereafter, any copies of the handbook that are printed with the unlawful rules must include the new inserts before being distributed to employees." *Guardsmark, LLC*, 344 NLRB 809, 812 fn. 8 (2005). Consistent with *Guardsmark*, the Order will additionally provide the Respondent with the option of immediately rescinding the unlawful provisions or modifying the existing provisions to make clear that the discussion of wages and other terms and conditions of employment is not prohibited. *Longs Drug Stores California*, 347 NLRB 500, 501 fn. 5 (2006).

(b) Giving effect to the unlawful union-security clause found in article 19 of the collective-bargaining agreement made effective retroactively by its terms on August 1, 2009, between AHNtech, Inc., and International Association of Machinists and Aerospace Workers Local 519 , AFL–CIO, CLC, or any extension, renewal, or modification thereof.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Jointly and severally with Respondent Employer reimburse,[7] with interest, the above-unit employees for all initiation fees, dues, or other moneys illegally exacted from them pursuant to the above unlawful union-security agreement, provided, however, that reimbursement does not extend to those employees who voluntarily joined and/or voluntarily maintained their memberships in Respondent Union prior to and throughout the execution or application of the unlawful union-security agreement.

(b) Jointly and severally with Respondent Employer rescind, delete, and or remove the union-security clause of the contract quoted above, and advise the employees in writing that the union-security clause of the contract has been deleted and is no longer being maintained.

(c) Post at its union offices copies of the attached notice marked “Appendix B.” Copies of the notice, on forms provided by the Regional Director, in English, Spanish, and such other languages as the Regional Director determines are necessary to fully communicate with employees or members, after being signed by the Respondent Union’s authorized representative, shall be posted by the Respondent Union and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees or members are customarily posted. Reasonable steps shall be taken by the Respondent Union to ensure the notices are not altered, defaced, or covered by other material.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent Union has taken to comply.

Dated, Washington, D.C., July 25, 2011

_____
Clifford H. Anderson
Administrative Law Judge

[7] Reimbursements shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1187 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union,
Choose representatives to bargain on your behalf with your employer,
Act together with other employees for your benefit and protection, and
Choose not to engage in any of these protected activities.

You have the right to join with your fellow employees in protected concerted activities. These activities include discussing working conditions among yourselves, forming a union, and making common complaints about your wages, hours, and other terms and conditions of employment, including complaints regarding various forms of harassment.

At relevant times the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC (the Union) has represented our employees in the following bargaining unit:

All full-time and regular part-time electronic technicians, computer operators, pod loaders, and supply technicians, at the ACTS program for the United States Air Force at Luke Air Force base, Arizona, as certified by the NLRB in Case number 28–RC–6027 and such other programs, contracts tasks as may hereafter be added by mutual agreement of the parties, hereto. This agreement excludes office clerical employees, and supervisors as defined by the Act.

AHNtech, Inc. and the Union wrongfully entered into a collective-bargaining agreement which contained a union-security clause and enforced and applied that agreement to unit employees. This was improper because the State of Arizona by law does not allow such contracts to have force and effect in that state.

Further, AHNtech, Inc. has applied employee rules to unit employees that improperly restrict the employee rights described above.

In recognition of these rights, we hereby notify employees that:

WE WILL NOT do anything that interferes with these rights. Specifically:

WE WILL NOT contribute unlawful support or assistance to the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC, or any other labor organization.

WE WILL NOT give effect to the unlawful union-security clause found in article 19 of the collective-bargaining agreement made effective retroactively by its terms on August 1, 2009, between AHNtech, Inc., and IAMAW, or any extension, renewal, or modification thereof.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 104: Code of Employer-Employee Relations, that may reasonably be interpreted as prohibiting you from discussing wages and other terms and conditions of employment with other employees and third parties, including union representatives.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 201.02: Productive Work Environment, that may reasonably be interpreted as prohibiting you from discussing wages and other terms and conditions of employment with other employees and third parties, including union representatives.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 208: Outside Employment, that may reasonably be interpreted as prohibiting you from working as a union organizer or officer.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 801: Behavior of Employees, that may reasonably be interpreted as prohibiting remarks or conduct relating to employee interests or working conditions.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 801.01: Behavior of Employees, that may reasonably be interpreted as prohibiting you from acquiring, using, sharing or storing wage information or information relating to other terms and conditions of employment of other employees without permission of management.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 805: Use of Communication Systems, that may reasonably be interpreted as prohibiting you from sending or receiving e-mails that include information related to activity protected under Federal labor law, including wage information and other terms and conditions of employment.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 806: Conflicts of Interest, that may reasonably be interpreted as prohibiting you from discussing wages and other terms and conditions of employment with other employees and third parties, including union representatives.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 807: Confidential Nature of Company Affairs, that may reasonably be interpreted as prohibiting you from discussing wages and other terms and conditions of employment with other employees and third parties, including union representatives.

WE WILL NOT maintain or enforce provisions in our Human Resource Policy and Procedure Manual under the heading Policy 904: Dispute Resolution Procedure, that may reasonably be interpreted as prohibiting you from discussing work-related complaints and other terms and conditions of employment with other employees and third parties, including union representatives.

WE WILL NOT enter into, maintain, or enforce a union-security agreement with the Union which requires employees to join or pay dues and fees to the Union as a condition of employment at any locations in the State of Arizona including Luke Air Force Base.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal labor law.

WE WILL jointly and severally with the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC, reimburse, with interest, the above unit employees for all initiation fees, dues, or other moneys illegally exacted from them pursuant to the above-mentioned unlawful union-security agreement, provided, however, that reimbursement does not extend to those employees who voluntarily joined and/or voluntarily maintained their memberships in IAMAW prior to and throughout the execution or application of the unlawful union-security agreement.

WE WILL rescind or revise the rules quoted above, amend or remove them from the Human Resource Policy and Procedure Manual, and advise you in writing that the rules are no longer being maintained.

WE WILL with the Union rescind, delete, and or remove the union-security clause of the contract described above, and advise the employees at all of our locations in the State of Arizona including Luke Air Force Base, in writing, that the union-security clause of the contract has been deleted and is no longer being maintained.

AHNtech, Inc.

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information and an electronic version of this decision from the Board's website: www.nlrb.gov.

National Labor Relations Board Region 28
2600 North Central Avenue, Suite 1800
Phoenix, AZ 85004-3099
(602) 640-2160

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (602) 640-2146.

APPENDIX B

NOTICE TO MEMBERS AND EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union,
Choose representatives to bargain on your behalf with your employer,
Act together with other employees for your benefit and protection, and
Choose not to engage in any of these protected activities.

You have the right to join with your fellow employees in protected concerted activities. These activities include discussing working conditions among yourselves, forming a union, and making common complaints about your wages, hours, and other terms and conditions of employment, including complaints regarding various forms of harassment.

At relevant times the International Association of Machinists and Aerospace Workers Local 519, AFL–CIO, CLC (the Union) has represented the employees of AHNtech, Inc. in the following bargaining unit:

All full-time and regular part-time electronic technicians, computer operators, pod loaders, and supply technicians, at the ACTS program for the United States Air Force at Luke Air Force base, Arizona, as certified by the NLRB in Case number 28–RC–6027 and such other programs, contracts tasks as may hereafter be added by mutual agreement of the parties, hereto. This agreement excludes office clerical employees, and supervisors as defined by the Act.

AHNtech, Inc. and the Union wrongfully entered into a collective-bargaining agreement which contained a union-security clause and enforced and applied that agreement to unit employees. This was improper because the State of Arizona by law does not allow such contracts to have force and effect in that state. Our actions therefore restricted unit employees' rights described above.

In recognition of these rights, we hereby notify employees and members that:

WE WILL NOT do anything that interferes with these rights. Specifically:

WE WILL NOT receive unlawful support or assistance from and attempt to cause AHNtech, Inc. to discriminate against you in regard to the hire or tenure or terms or conditions of your employment.

WE WILL NOT give effect to the unlawful union-security clause found in article 19 of the collective-bargaining agreement made effective retroactively by its terms on August 1, 2009, between AHNtech, Inc., and the Union, or any extension, renewal, or modification thereof.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal labor law.

WE WILL jointly and severally with AHNtech, Inc. reimburse, with interest, the above unit employees for all initiation fees, dues, or other moneys illegally exacted from them pursuant to the above mentioned unlawful union-security agreement, provided, however, that reimbursement does not extend to those employees who voluntarily joined and/or voluntarily maintained their memberships in IAMAW prior to and throughout the execution or application of the unlawful union-security agreement.

WE WILL with AHNtech, Inc. rescind, delete, and or remove the union-security clause of the contract described above, and advise the Employer's employees employed at locations in the State of Arizona, including Luke Air Force Base, in writing, that the union-security clause of the contract has been deleted and is no longer being maintained.

International Association of Machinists and
Aerospace Workers Local 519, AFL–CIO, CLC
(Union)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information and an electronic version of this decision from the Board's website: www.nlrb.gov.

National Labor Relations Board Region 28
2600 North Central Avenue, Suite 1800
Phoenix, AZ 85004-3099
(602) 640-2160

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (602) 640-2146.